

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JAE YEON TEXTILE

Plaintiff,

V.

YNJ FASHION GATEWAY, INC. et al

Defendant.

Case No. 2:25-cv-01131-SB-PD

STIPULATED PROTECTIVE ORDER

(PD Version)

- ☒ Check if submitted without material modifications to PD form

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

1 The parties further acknowledge, as set forth in Section 12.3, below, that this
2 Stipulated Protective Order does not entitle them to file confidential
3 information under seal; Civil Local Rule 79-5 sets forth the procedures that
4 must be followed and the standards that will be applied when a party seeks
5 permission from the court to file material under seal.

6 1.2 GOOD CAUSE STATEMENT

7 This action is likely to involve competitively sensitive information,
8 including trade secrets, customer and pricing lists and other valuable
9 research, development, commercial, financial, technical and/or proprietary
10 information for which special protection from public disclosure and from use
11 for any purpose other than prosecution of this action is warranted. Such
12 confidential and proprietary materials and information consist of, among other
13 things, confidential business or financial information, information regarding
14 confidential business practices, or other confidential research, development, or
15 commercial information (including information implicating privacy rights of
16 third parties), information otherwise generally unavailable to the public, or
17 which may be privileged or otherwise protected from disclosure under state or
18 federal statutes, court rules, case decisions, or common law. Accordingly, to
19 expedite the flow of information, to facilitate the prompt resolution of disputes
20 over confidentiality of discovery materials, to adequately protect information
21 the parties are entitled to keep confidential, to ensure that the parties are
22 permitted reasonable necessary uses of such material in preparation for and in
23 the conduct of trial, to address their handling at the end of the litigation, and
24 serve the ends of justice, a protective order for such information is justified in
25 this matter. It is the intent of the parties that information will not be
26 designated as confidential for tactical reasons and that nothing be so
27 designated without a good faith belief that it has been maintained in a

1 confidential, non-public manner, and there is good cause why it should not be
2 part of the public record of this case

3 **2. DEFINITIONS**

4 **2.1 Action**: This pending federal lawsuit, 2:25-cv-01131-SB-PD.

5 **2.2 Challenging Party**: a Party or Non-Party that challenges the
6 designation of information or items under this Order.

7 **2.3 “CONFIDENTIAL” Information or Items**: information (regardless
8 of how it is generated, stored or maintained) or tangible things that qualify for
9 protection under Federal Rule of Civil Procedure 26(c), and as specified above
10 in the Good Cause Statement.

11 **2.4 Counsel**: Outside Counsel of Record and House Counsel (as well
12 as their support staff).

13 **2.5 Designating Party**: a Party or Non-Party that designates
14 information or items that it produces in disclosures or in responses to
15 discovery as “CONFIDENTIAL.” or “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY.”

17 **2.6 Disclosure or Discovery Material**: all items or information,
18 regardless of the medium or manner in which it is generated, stored, or
19 maintained (including, among other things, testimony, transcripts, and
20 tangible things), that are produced or generated in disclosures or responses to
21 discovery in this matter.

22 **2.7 Expert**: a person with specialized knowledge or experience in a
23 matter pertinent to the litigation who has been retained by a Party or its
24 counsel to serve as an expert witness or as a consultant in this Action.

25 **2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”**
26 Information Items: extremely sensitive “Confidential Information or Items,”
27 disclosure of which to another Party or Non-Party would create a substantial
28

1 risk of serious competitive harm that could not be avoided by less restrictive
2 means.

3 2.8 House Counsel: attorneys who are employees of a party to this
4 Action. House Counsel does not include Outside Counsel of Record or any
5 other outside counsel.

6 2.9 Non-Party: any natural person, partnership, corporation,
7 association, or other legal entity not named as a Party to this action.

8 2.10 Outside Counsel of Record: attorneys who are not employees of a
9 party to this Action but are retained to represent or advise a party to this
10 Action and have appeared in this Action on behalf of that party or are
11 affiliated with a law firm which has appeared on behalf of that party, and
12 includes support staff.

13 2.11 Party: any party to this Action, including all of its officers,
14 directors, employees, consultants, retained experts, and Outside Counsel of
15 Record (and their support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure
17 or Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation
19 support services (e.g., photocopying, videotaping, translating, preparing
20 exhibits or demonstrations, and organizing, storing, or retrieving data in any
21 form or medium) and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.” or as “HIGHLY CONFIDENTIAL –
24 ATTORNEYS’ EYES ONLY.”

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery
26 Material from a Producing Party.

27
28 3. SCOPE

1 The protections conferred by this Stipulation and Order cover not only
2 Protected Material (as defined above), but also (1) any information copied or
3 extracted from Protected Material; (2) all copies, excerpts, summaries, or
4 compilations of Protected Material; and (3) any testimony, conversations, or
5 presentations by Parties or their Counsel that might reveal Protected
6 Material.

7 Any use of Protected Material at trial will be governed by the orders of
8 the trial judge. This Order does not govern the use of Protected Material at
9 trial.

10
11 4. **DURATION**

12 Even after final disposition of this litigation, the confidentiality
13 obligations imposed by this Order will remain in effect until a Designating
14 Party agrees otherwise in writing or a court order otherwise directs. Final
15 disposition will be deemed to be the later of (1) dismissal of all claims and
16 defenses in this Action, with or without prejudice; and (2) final judgment
17 herein after the completion and exhaustion of all appeals, rehearings,
18 remands, trials, or reviews of this Action, including the time limits for filing
19 any motions or applications for extension of time pursuant to applicable law.

20
21 5. **DESIGNATING PROTECTED MATERIAL**

22 5.1 Exercise of Restraint and Care in Designating Material for
23 Protection. Each Party or Non-Party that designates information or items for
24 protection under this Order must take care to limit any such designation to
25 specific material that qualifies under the appropriate standards. The
26 Designating Party must designate for protection only those parts of material,
27 documents, items, or oral or written communications that qualify so that other
28 portions of the material, documents, items, or communications for which

1 protection is not warranted are not swept unjustifiably within the ambit of
2 this Order.

3 Mass, indiscriminate, or routinized designations are prohibited.
4 Designations that are shown to be clearly unjustified or that have been made
5 for an improper purpose (e.g., to unnecessarily encumber the case development
6 process or to impose unnecessary expenses and burdens on other parties) may
7 expose the Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items
9 that it designated for protection do not qualify for protection, that Designating
10 Party must promptly notify all other Parties that it is withdrawing the
11 inapplicable designation.

12 **5.2 Manner and Timing of Designations.** Except as otherwise
13 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or
14 as otherwise stipulated or ordered, Disclosure or Discovery Material that
15 qualifies for protection under this Order must be clearly so designated before
16 the material is disclosed or produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic
19 documents, but excluding transcripts of depositions or other pretrial or trial
20 proceedings), that the Producing Party affix at a minimum, the legend
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY” (hereinafter “CONFIDENTIAL or AEO legend”), to each page that
23 contains protected material. If only a portion or portions of the material on a
24 page qualifies for protection, the Producing Party also must clearly identify
25 the protected portion(s) (e.g., by making appropriate markings in the margins).

26 A Party or Non-Party that makes original documents available for
27 inspection need not designate them for protection until after the inspecting
28 Party has indicated which documents it would like copied and produced.

1 During the inspection and before the designation, all of the material made
2 available for inspection will be deemed “HIGHLY CONFIDENTIAL –
3 ATTORNEY’S EYES ONLY.” After the inspecting Party has identified the
4 documents it wants copied and produced, the Producing Party must determine
5 which documents, or portions thereof, qualify for protection under this Order.
6 Then, before producing the specified documents, the Producing Party must
7 affix the “CONFIDENTIAL or AEO legend” to each page that contains
8 Protected Material. If only a portion or portions of the material on a page
9 qualifies for protection, the Producing Party also must clearly identify the
10 protected portion(s) (e.g., by making appropriate markings in the margins).

11 (b) for testimony given in depositions that the Designating Party
12 identify the Disclosure or Discovery Material on the record, before the close of
13 the deposition all protected testimony.

14 (c) for information produced in some form other than documentary and
15 for any other tangible items, that the Producing Party affix in a prominent
16 place on the exterior of the container or containers in which the information is
17 stored the legend “CONFIDENTIAL or AEO.” If only a portion or portions of
18 the information warrants protection, the Producing Party, to the extent
19 practicable, will identify the protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, no later
21 than 30 days from receiving the Protected Material, an inadvertent failure to
22 designate qualified information or items does not, standing alone, waive the
23 Designating Party’s right to secure protection under this Order for such
24 material. Upon timely correction of a designation, the Receiving Party must
25 make reasonable efforts to assure that the material is treated in accordance
26 with the provisions of this Order.

27

28 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
2 designation of confidentiality at any time that is consistent with the Court's
3 Scheduling Order.

4 6.2 Meet and Confer. The Challenging Party will initiate the dispute
5 resolution process (and, if necessary, file a discovery motion) under Local Rule
6 37.1 et seq.

7 6.3 The burden of persuasion in any such challenge proceeding will be
8 on the Designating Party. Frivolous challenges, and those made for an
9 improper purpose (e.g., to harass or impose unnecessary expenses and burdens
10 on other parties) may expose the Challenging Party to sanctions. Unless the
11 Designating Party has waived or withdrawn the confidentiality designation,
12 all parties will continue to afford the material in question the level of
13 protection to which it is entitled under the Producing Party's designation until
14 the Court rules on the challenge.

15

16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

17 7.1 Basic Principles. A Receiving Party may use Protected Material
18 that is disclosed or produced by another Party or by a Non-Party in connection
19 with this Action only for prosecuting, defending, or attempting to settle this
20 Action. Such Protected Material may be disclosed only to the categories of
21 persons and under the conditions described in this Order. When the Action has
22 been terminated, a Receiving Party must comply with the provisions of section
23 13 below (FINAL DISPOSITION).

24 Protected Material must be stored and maintained by a Receiving Party
25 at a location and in a secure manner that ensures that access is limited to the
26 persons authorized under this Order.

27 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
28 otherwise ordered by the court or permitted in writing by the Designating

1 Party, a Receiving Party may disclose any information or item designated
2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
4 well as employees of said Outside Counsel of Record to whom it is reasonably
5 necessary to disclose the information for this Action;

6 (b) the officers, directors, and employees (including House Counsel)
7 of the Receiving Party to whom disclosure is reasonably necessary for this
8 Action;

9 (c) Experts (as defined in this Order) of the Receiving Party to whom
10 disclosure is reasonably necessary for this Action and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (d) the Court and its personnel;

13 (e) court reporters and their staff;

14 (f) professional jury or trial consultants, mock jurors, and
15 Professional Vendors to whom disclosure is reasonably necessary for this
16 Action and who have signed the “Acknowledgment and Agreement to Be
17 Bound” (Exhibit A);

18 (g) the author or recipient of a document containing the information
19 or a custodian or other person who otherwise possessed or knew the
20 information;

21 (h) during their depositions, witnesses ,and attorneys for witnesses,
22 in the Action to whom disclosure is reasonably necessary provided: (1) the
23 deposing party requests that the witness sign the form attached as Exhibit A
24 hereto; and (2) they will not be permitted to keep any confidential information
25 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
26 A), unless otherwise agreed by the Designating Party or ordered by the court.

27 Pages of transcribed deposition testimony or exhibits to depositions that reveal
28 Protected Material may be separately bound by the court reporter and may not

1 be disclosed to anyone except as permitted under this Stipulated Protective
2 Order; and

3 (i) any mediator or settlement officer, and their supporting
4 personnel, mutually agreed upon by any of the parties engaged in settlement
5 discussions.

6 7.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY” Information or Items. Unless otherwise ordered by the Court or
8 permitted in writing by the Designating Party, a Receiving Party may disclose
9 any information or item designated “HIGHLY CONFIDENTIAL –
10 ATTORNEYS’ EYES ONLY” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
12 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
13 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
14 Bound” that is attached hereto as Exhibit A;

15 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for
16 this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
17 A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed;

18 (c) the court and its personnel;

19 (d) court reporters and their staff, professional jury or trial consultants, and
20 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
21 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (e) the author or recipient of a document containing the information or a custodian or
23 other person who otherwise possessed or knew the information; and

24 (f) any mediator or settlement officer, and their supporting personnel, mutually agreed
25 upon by any of the parties engaged in settlement discussions.

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27

28

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other
4 litigation that compels disclosure of any information or items designated in
5 this Action as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY” that Party must:

7 (a) promptly notify in writing the Designating Party. Such
8 notification will include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or
10 order to issue in the other litigation that some or all of the material covered by
11 the subpoena or order is subject to this Protective Order. Such notification
12 will include a copy of this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be
14 pursued by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party
16 served with the subpoena or court order will not produce any information
17 designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
18 – ATTORNEYS’ EYES ONLY” before a determination by the court from which
19 the subpoena or order issued, unless the Party has obtained the Designating
20 Party’s permission. The Designating Party will bear the burden and expense
21 of seeking protection in that court of its confidential material and nothing in
22 these provisions should be construed as authorizing or encouraging a
23 Receiving Party in this Action to disobey a lawful directive from another court.

24
25 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by
28 a Non-Party in this Action and designated as “CONFIDENTIAL.” or “HIGHLY

1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Such information produced
2 by Non-Parties in connection with this litigation is protected by the remedies
3 and relief provided by this Order. Nothing in these provisions should be
4 construed as prohibiting a Non-Party from seeking additional protections.

5 (b) In the event that a Party is required, by a valid discovery request,
6 to produce a Non-Party’s confidential information in its possession, and the
7 Party is subject to an agreement with the Non-Party not to produce the Non-
8 Party’s confidential information, then the Party will:

9 (1) promptly notify in writing the Requesting Party and the Non-
10 Party that some or all of the information requested is subject to a
11 confidentiality agreement with a Non-Party;

12 (2) promptly provide the Non-Party with a copy of the Stipulated
13 Protective Order in this Action, the relevant discovery request(s), and a
14 reasonably specific description of the information requested; and

15 (3) make the information requested available for inspection by the
16 Non-Party, if requested.

17 (c) If the Non-Party fails to seek a protective order from this court
18 within 14 days of receiving the notice and accompanying information, the
19 Receiving Party may produce the Non-Party’s confidential information
20 responsive to the discovery request. If the Non-Party timely seeks a protective
21 order, the Receiving Party will not produce any information in its possession
22 or control that is subject to the confidentiality agreement with the Non-Party
23 before a determination by the court. Absent a court order to the contrary, the
24 Non-Party will bear the burden and expense of seeking protection in this court
25 of its Protected Material.

26
27 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL
28

1 If a Receiving Party learns that, by inadvertence or otherwise, it has
2 disclosed Protected Material to any person or in any circumstance not
3 authorized under this Stipulated Protective Order, the Receiving Party must
4 immediately (a) notify in writing the Designating Party of the unauthorized
5 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
6 Protected Material, (c) inform the person or persons to whom unauthorized
7 disclosures were made of all the terms of this Order, and (d) request such
8 person or persons to execute the “Acknowledgment and Agreement to Be
9 Bound” that is attached hereto as Exhibit A.

10

11 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
12 **PROTECTED MATERIAL**

13 When a Producing Party gives notice to Receiving Parties that certain
14 inadvertently produced material is subject to a claim of privilege or other
15 protection, the obligations of the Receiving Parties are those set forth in
16 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
17 modify whatever procedure may be established in an e-discovery order that
18 provides for production without prior privilege review. Pursuant to Federal
19 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on
20 the effect of disclosure of a communication or information covered by the
21 attorney-client privilege or work product protection, the parties may
22 incorporate their agreement in the stipulated protective order submitted to the
23 court.

24

25 12. **MISCELLANEOUS**

26 12.1 Right to Further Relief. Nothing in this Order abridges the right
27 of any person to seek its modification by the Court in the future.

28

1 12.2 Right to Assert Other Objections. By stipulating to the entry of
2 this Protective Order no Party waives any right it otherwise would have to
3 object to disclosing or producing any information or item on any ground not
4 addressed in this Stipulated Protective Order. Similarly, no Party waives any
5 right to object on any ground to use in evidence of any of the material covered
6 by this Protective Order.

7 12.3 Filing Protected Material. A Party that seeks to file under seal
8 any Protected Material must comply with Civil Local Rule 79-5. Protected
9 Material may only be filed under seal pursuant to a court order authorizing
10 the sealing of the specific Protected Material at issue. If a Party's request to
11 file Protected Material under seal is denied by the court, then the Receiving
12 Party may file the information in the public record unless otherwise
13 instructed by the court.

14

15 13. **FINAL DISPOSITION**

16 After the final disposition of this Action, as defined in paragraph 4,
17 within 60 days of a written request by the Designating Party, each Receiving
18 Party must return all Protected Material to the Producing Party or destroy
19 such material. As used in this subdivision, "all Protected Material" includes
20 all copies, abstracts, compilations, summaries, and any other format
21 reproducing or capturing any of the Protected Material. Whether the
22 Protected Material is returned or destroyed, the Receiving Party must submit
23 a written certification to the Producing Party (and, if not the same person or
24 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
25 category, where appropriate) all the Protected Material that was returned or
26 destroyed and (2) affirms that the Receiving Party has not retained any copies,
27 abstracts, compilations, summaries or any other format reproducing or
28 capturing any of the Protected Material. Notwithstanding this provision,

1 Counsel are entitled to retain an archival copy of all pleadings, motion papers,
2 trial, deposition, and hearing transcripts, legal memoranda, correspondence,
3 deposition and trial exhibits, expert reports, attorney work product, and
4 consultant and expert work product, even if such materials contain Protected
5 Material. Any such archival copies that contain or constitute Protected
6 Material remain subject to this Protective Order as set forth in Section 4
7 (DURATION).

8

9 14. Any willful violation of this Order may be punished by civil or criminal
10 contempt proceedings, financial or evidentiary sanctions, reference to
11 disciplinary authorities, or other appropriate action at the discretion of the
12 Court.

13

14 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

15

16 DATED: 09/12/2025 */s/ Jeonghye Kim*
17 Attorneys for Plaintiff

18

19 DATED: 09/12/2025 */s/ S Calvin Myun*
20 Attorneys for Defendant

21

22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

23

24 DATED: 09/12/2025


25 HON. PATRICIA DONAHUE
26 United States Magistrate Judge

27

28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, _____, [full name], of _____
5 [full address], declare under penalty of perjury that I have read in its
6 entirety and understand the Stipulated Protective Order that was issued by
7 the United States District Court for the Central District of California on [date]
8 in the case of *JAE YEON TEXTILE v. YNJ FASHION GATEWAY, INC. et al.*,
9 Case No. 2:25-cv-01131-SB-PD. I agree to comply with and to be bound by all
10 the terms of this Stipulated Protective Order and I understand and
11 acknowledge that failure to so comply could expose me to sanctions and
12 punishment in the nature of contempt. I solemnly promise that I will not
13 disclose in any manner any information or item that is subject to this
14 Stipulated Protective Order to any person or entity except in strict compliance
15 with the provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District
17 Court for the Central District of California for the purpose of enforcing the
18 terms of this Stipulated Protective Order, even if such enforcement
19 proceedings occur after termination of this action. I hereby appoint

20 _____ [full name] of

21 _____ | **full address and telephone**

22 **number]** as my California agent for service of process in connection with this
23 action or any proceedings related to enforcement of this Stipulated Protective
24 Order.

25 Date: _____

26 | City and State where signed: _____

27 Printed name:

28 || Signature: